

May Special Agenda
Special Committee Meeting

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Tuesday, May 23, 2006 at 4:00 p.m. at the Gallatin Gateway School Multipurpose Room.

Call to Order

Set Procedures for the meeting

Gallatin Gateway Negotiating Committee and Gallatin Gateway Education Association MEA-MFT

- Master Agreement: Preamble through Article 32
- Master Agreement: Matrix/Salary Schedule – Appendix A

Adjournment

Special Committee Meeting, Board of Trustees, Gallatin Gateway School District #35

Open Session

DATE: May 23, 2006

TIME: 4:00 PM

PLACE: Gallatin Gateway School Multipurpose Room

MEMBERS

PRESENT: Erik Yager, Chair
Helen Zinner
Cheryl Thiem

MEMBERS

ABSENT: None

STAFF

PRESENT: Kim DeBruycker, Superintendent; Carrie Fisher, District Clerk; Deb Clark, Teacher; Susan DeVries, Teacher; Renae Myers, Teacher; Cathy Hoffman, Teacher; Abbey Steffl; Teacher; and Tom Vanderbeck, Teacher.

OTHERS

PRESENT: Elizabeth Kaleva, Attorney and Jane Fields, MEA-MFT Representative

CALL TO ORDER

The meeting was called to order at 4:20 p.m. by Board Chair Erik Yager.

Elizabeth Kaleva, on behalf of the School Board, asked MEA-MFT Representative Jane Fields if she would like the procedures of the meeting to be informal or formal. Ms. Fields stated that her team would like them to follow the Montana Code.

Ms. Field requested on behalf of The Gallatin Gateway School Education Association the following items: 1) District Clerk and Superintendent's contracts for the last five years; 2) Costs for steps and lanes for next year; and 3) What a 1% increase to the salary matrix would be. Ms. Kaleva agreed to present the Association with the requested materials.

DISTRICT PROPOSAL:

Ms. Kaleva presented The Gallatin Gateway School Education Association with the initial proposals to the master agreement. The proposals included changes/revisions to:

- Preamble, Article 1- Association Recognition,
- Article 2- Right to Organize,
- Article 3- Just Cause,
- Article 6- Authority and Responsibility,
- Article 7- Lay Offs,
- Article 9- Evaluation and Due Process,
- Article 10- Grievance Procedure, and
- Article 28- Nondiscrimination Clause.

ASSOCIATION PROPOSAL:

Ms. Fields presented the District with The Gallatin Gateway School Education Association's initial proposals to the master agreement. The proposals included changes/revision to formatting and date changes. The proposal also included changes to:

- Article 7- Layoffs,

- Article 8- Work Day, specifically Preparation Time, Obligations Outside the Regular Workday, and Calendar,
- Article 9- Evaluation and Due Process,
- Article 11- Annual Leave,
- Article 20- Major Medical and Flexible Benefits Plan,
- Article 21- Credit Recognition,
- Article 29- Effective Period,
- Article 31- Renewal and Reopening of the Contract, and
- Article 32- Dates and Signatures.

ASSOCIATION'S RESPONSE TO DISTRICT PROPOSAL:

Ms. Fields stated that the Association liked the philosophy as stated in the preamble and believed removing it would take out what the Association believes. The Association does not want to take it out. She also stated that the Association did not like the further limitations as proposed by the District in Article 1- Association Recognition, but agreed to discuss it more in-depth in the future.

In response to the Districts proposal of Article 2- Right to Organize, Ms. Fields stated that individual teachers don't always have access. Ms. Fields noted the significant change in Article 3- Just Cause and stated that she believes two years does not give the district enough time to know for certain about a teacher and the Association doesn't believe that it is okay to be arbitrary and capricious. She also noted that there is a lot of history behind the development of this Article in prior contract negotiations.

Ms. Fields agreed with the title change in Article 6- Authority and Responsibility to Management Rights, but noted that the meaning was still there and asked how changing the wording would change the operation of the District. Ms. Fields stated that it becomes problematic if language is taken out or added and wording changes will not build trust between the District and the Association. She agreed to discuss this change at a later time.

She asked how the proposed changes in Article 7- Layoffs would change the operation of the District and asked for the Board's definition of "qualified teacher" as stated under Layoff Benefits. Ms. Fields stated that the Evaluation and Due Process could be better presented.

The Association felt the District's proposal under Article 10- Grievance Procedure to increase the number of days from two (2) to five (5) for the Principal to adequately investigate and respond to a grievance was acceptable and agreed to discuss it further. Ms. Field commented that the proposed changes under Article 10- Grievance (Mediation) would open a door for the Association and could be problematic in the event that a teacher would press to mediation without the support of the Association. She noted that it could also lead to individuals individually bargaining with the District.

The Association agreed to take a look at the proposed changes to the District's proposal to Article 28- Nondiscrimination Clause, but questioned how the proposed revision would change the operation of the District.

DISTRICT RESPONSE TO ASSOCIATION'S PROPOSAL:

Ms. Kaleva stated that the District was not interested in removing anything from the current contract as proposed by the Association under Article 7- Layoffs as the District must have flexibility with changing circumstances in enrollment and budgeting.

She stated that the District is also not interested in the proposed changes under Article 8- Work Day, specifically "Preparation Time." Ms. Kaleva stated that occasionally events occur which interfere with a teacher's preparation time and the District doesn't consider the loss of one prep period once a month to be significant. The District and the Association discussed "Obligations Outside the Regular Workday" and the District felt that it would be tough to not have staff attend the Christmas Program as proposed by the Association. Ms. Kaleva also stated that the District does not feel that Ski Day would fall under the Obligations Outside the Regular Workday, as teachers are not required to attend and can stay at the school

while a substitute is on the bus with their students. Their professional abilities are not required on Ski Day. Ms. Kaleva also noted that events occurring prior to 8:00 am are not considered Obligations Outside the Regular Workday as teachers are not required to attend, such as Walk to School Day held twice a year, as their professional abilities are not required. Ms. Kaleva stated that the District could certainly talk about the first part of the Association proposal to Article 8- Work Day, specifically “School Calendar, but the Board is not interested in negotiating the school calendar.

She also stated that the wording in Article 9- Evaluation and Due Process is unclear and the District would like to discuss it further at some point. Ms. Kaleva stated that the financial impact of increasing the accumulated days from 60 to 100, as proposed under Article 11- Annual leave could be significant for the District and the District would like to investigate it further before discussion.

She also stated that the District is not interested at this point to discuss the Association’s proposal to Article 20- Major Medical and Flexible Benefits Plan until financial information can be obtained from the District’s Business Manager.

Ms. Kaleva noted that the District would be interested in discussing the Associations proposal to Article 21- Credit Recognition in regards to the credits and the dates proposed. She also stated that under Article 31- Renewal and Reopening of Agreement the District can come to some agreement, but she’s not sure if the proposed one will be it.

Ms. Kaleva noted that both parties have the right to remand proposals set for at this meeting. It was agreed by the Association and the District that the parties would caucus until 6:06 pm.

Meeting was recessed for caucus at 5:36 pm. All parties returned from caucus at 6:14 pm.

DISCUSSION

Ms. Kaleva explained that the Board isn’t comfortable with the Association’s proposal to Article 7- Layoffs as it would be a hardship on the District if there were no flexibility to deal with changing class sizes and budgets. Tom Vanderbeck stated that he felt the school should have a pretty good idea of what is going on for enrollment for the next school year in the spring. Ms. DeBruycker stated that parents are asked to complete enrollment forms on Student Appreciation Day with the hopes of predicting enrollment numbers for the next year, but it doesn’t always give an accurate reflection, so enrollment numbers are collected over the summer as well. Erik Yager asked when there had been a time that the staff wasn’t notified prior to school starting of their schedules. Tom Vanderbeck stated that he did not know he was teaching a combined class until he received his schedule in the mail. Deb Clark stated that there have been times when a teacher had been prepared to teach science, but was teaching math and the Association would like to see it not happen. Ms. Kaleva stated that the Board will not give up management rights. Susan DeVeries inquired on the notice that must be given to teachers prior to the end of the year. She asked if the notice needed to be specific or could it state “7th grade, PE, Music, etc.” Ms. Kaleva stated that it should be listed as a specific grade or subject and can’t include everything.

Ms. Kaleva asked what the issue was with preparation time. Ms. Fields explained that MBI has been problematic. Ms. Kaleva clarified that MBI was once a month and that the individual(s) missed a prep period once a month for MBI. Ms. Fields explained that MBI lessons usually affected the same one or two people over and over again. Erik Yager asked if the affected staff member would be able to have someone else cover prep. Deb Clark stated that with MBI the affected teacher would have to prepare and teach a lesson during his/her prep time. Ms. Kaleva stated that the Board is rejecting the current language as proposed by the Association for Article 8- Work Day regarding preparation time. Ms. Fields noted that when one or two individuals are hit over and over again throughout the year it becomes significant. Ms. Kaleva stated that she did not consider one time a month significant and stated that the District feels the certified staff already has a significant amount of prep time. Deb Clark stated that the teachers understand they will lose prep time, but encouraged the Board to stage events such as MBI so that one person or class isn’t consistently affected.

Ms. Kaleva stated the District felt having teacher presence at the Christmas Program is very important, in addition to two open houses during the year. Susan DeVries clarified that she could get a sub on ski day. Ms.

Kaleva asked if the Association would like the Christmas program out of the contract or if they thought it was important. She stated that there are four events and three are spoken for: Fall Open House, Christmas Program and a spring event. She urged the Association to “cut to the chase” and asked “What do you want it to be?” Susan DeVries asked why the Board would not want teachers to attend ski day. Erik Yager noted that he had a group of kids as a chaperone and never saw the teacher all day. He stated that there are more important events that teachers should be at than ski day. Ms. Fields clarified that teachers could opt out of ski day. Ms. Kaleva noted that it would be a professional leave day and the teacher must perform professional duties at the school for the day.

Ms. Kaleva referred to Superintendent DeBruycker for the procedures of adopting the school calendar. Superintendent DeBruycker noted that calendars are created every two years and teachers have had the opportunity to provide input. Deb Clark stated that she didn’t remember talking about the 06-07 calendar because she was probably focusing on 05-06 calendar. Superintendent DeBruycker stated that the Board has made it clear that they welcome teacher input on policy 2100P. Ms. Kaleva stated that she could come up with language for calendar options if needed. Susan stated that no one on the negotiation team had any recollection of an opportunity to provide input on the calendar to the Board. Deb Clark stated she remembered reviewing calendars in the conference room for a staff meeting.

Ms. Kaleva stated that Article 9- Evaluation and Due Process may be clearer if there was a paragraph on evaluation and a paragraph on discipline. Ms. Fields stated that the teaching staff is not seeing the evaluation as timely and they are not provided the opportunity for correction prior to the end of school. She stated that the Association feels that the evaluation tells people what they are doing well, where they are deficient, and how to correct their deficiency. Ms. Kaleva noted that the current contract wording has a negative connotation and feels that evaluation and discipline should be separated to positively reinforce the evaluation component. Ms. Fields reiterated that the evaluation process should provide teachers with an opportunity to improve. Ms. Kaleva stated that it would be beneficial to both parties to separate out the evaluation and due process to make it more positive. Ms. Fields stated that the Association would entertain Ms. Kaleva’s ideas.

Ms. Kaleva stated that the Board is not willing to up the Annual Leave days to 100 as proposed by the Association in Article 11- Annual Days if the Association would not be willing to reduce the number of leave days that can be accumulated each year. She proposed that the teachers are credited with 12 Annual Days at the start of each year and could accumulate 6 days each year to a maximum of 70 days. Ms. Fields stated that it didn’t make sense to her for them to get ten days and lose six days when the classified staff has an unlimited number of days. Ms. Kaleva stated that the Board is willing to go up in the accumulation if the Association is willing to go down in other areas.

Ms. Kaleva stated that the Board is not interested in covering a family as proposed by the Associations under Article 20- Major Medical and Flexible Benefits Plan, but the district is willing to look at it. Ms. Field’s stated that maybe it would be beneficial to offer half of the coverage. Ms. Kaleva stated that it would be hard to predict who would sign up for the coverage, making it hard for the District to budget.

Ms. Kaleva stated that the District would not agree to the Association’s proposal for Article 21-Credit Recognition in regards to accepting renewal units. Susan DeVries noted that the Board does not pay for step-up they may pay for a registration fee, not for the credits. Ms. Kaleva explained that the District may be willing to compromise, but it is broader than the Board is willing to agree to. Susan DeVries stated that OPI credits are different than college credits. Ms. Fields commented that if it is accepted for recertification it should be accepted by the District. Ms. Kaleva questioned the benefit to the District for some of the OPI credits that could be received. Erik Yager noted that the Board specifically negotiated with the teachers three years ago to take college credit courses to enhance their professional abilities. Ms. Kaleva stated that the Board would agree to change the date to April from February under Article 21- Credit Recognition, but felt that December 31st rather than September 20th would be difficult. She explained that if the teacher has been paid the increased salary from September –December it would be too far down the road if the transcripts were not received to make timely adjustments to the contracts. **The Association and the District agreed on April.**

Ms. Kaleva stated that the Board would like to offer a three-year contract and is willing to add salary schedules with it.

Ms. Fields stated that the Association is willing to agree on the Districts' proposal for Article 10- Grievance Procedure providing five days instead of two in both paragraphs.

Ms. Fields said that the Association had no further counter at this time.

FUTURE MEETINGS

Ms. Fields asked if future meetings could be scheduled. Erik Yager asked if anyone would be opposed to meeting over the summer. Susan DeVries stated that she would opt out if it comes to that. Ms. Kaleva stated that if we don't get done tomorrow, May 24, 2006 would it be possible to look at future dates tomorrow. Ms. Fields noted that she would be on vacation from June 7-23, 2006.

ADJOURNMENT

Meeting was adjourned at 7:42 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk